

COMPLETED

All Brands

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2296RNK Advertising Policy Agreement

By signing this Agreement, the RNK, LLC, ("RNK"), and the person identified below as the "Authorized Dealer" (also referred to herein as Dealer) agrees to comply with and be bound by all terms of this Advertising Policy Agreement, ("Agreement"). If Dealer violates the terms of this Agreement, RNK may terminate its relationship with Dealer. By signing this Agreement, Dealer agrees that all "Branded Products" (as that term is defined in paragraph 1 below) will be subject to the terms of this Agreement. It is RNK policy that the person or entity signed below as "Authorized Dealer" and the Authorized Dealer's agents, employees, and representatives will be required to abide by the provisions in this Agreement.

1. Dealer agrees that RNK shall have the exclusive authority to establish "List Prices" or "Suggested Retail Prices" for any of its products which are branded in any way with "RNK" or "Floriani" or any other brand name; (each such branded product is hereinafter referred to as a "Branded Product"). Dealer further agrees that the "Minimum Advertised Price" ("MAP") of any Branded Product shall be not less than seventy (70%) percent of the "List Price" or "Suggested Retail Price" established by RNK for that Branded Product. (Hereinafter, the use of the term "products" shall include all Branded Products and other products.)
2. RNK may change the "List Price" or "Suggested Retail Price" for any product at any time, at its sole discretion.
3. Dealer shall not advertise any Branded Product in any medium for a price less than the MAP for that product.
4. Dealer shall not sell or re-sell any Branded Product on any internet auction site, (i.e. Ebay).
5. Dealer shall not advertise or sell a Branded Product in combination with any promotion which confers a direct benefit to a customer (i.e. a rebate or a gift) if the advertised sales price less the value of the promotion results in a net price of a Branded Product which is less than the MAP for that product.
6. Dealer shall not advertise or sell a Branded Product by using language indicating that the price of any Branded Product is negotiable. Examples of such language include: "call us with your best offer," "make us an offer," and "we accept all reasonable offers." The aforementioned examples are not meant to be an exclusive list, and any use of language with similar intent shall be a material violation of this Agreement.
7. If Dealer advertises or offers Branded Products for sale on the Internet, on Dealer's own website or on a website operated by a third party, Dealer must disclose within any such advertisement its identity and address.
8. Dealer is free to establish its own resale prices for Branded Products.
9. Without assuming any liability, RNK may cancel all orders and refuse to accept any new orders from Dealer if RNK reasonably believes that Dealer has breached this Agreement.
10. Upon reasonable notice to Dealer, RNK may alter the "List Price" or "Suggested Retail Price" for any product.
11. Upon ten (10) days notice, either party may terminate the relationship established by this Agreement; however, nothing herein shall be deemed to permit Dealer to advertise any Branded Product at less than its MAP after termination of the relationship established by this Agreement or any other agreement with RNK or an entity affiliated with RNK.
12. Upon termination, Dealer shall completely remove from its website and other media (and from any website with which Dealer has contracted) all information about Branded Product, including but not limited to Images, prices and any trademarks, trade names or service marks owned or licensed by RNK.
13. RNK reserves the right to accept or reject any order from Dealer for any products.
14. For jurisdictional purposes, the laws of the state of Tennessee shall be used to govern this

EXHIBIT
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Agreement. Any legal action brought regarding this Agreement or the relationship between RNK and Dealer, its agents, employees, or representatives, shall be pursued solely in the courts sitting in Knox County, Tennessee. The undersigned Dealer consents to the jurisdiction of those courts and such courts shall be the only proper venues for matters pertaining to this Agreement or the relationship between RNK and Dealer, its agents, employees, or representatives.

15. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but shall be enforced to the extent permitted by law. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party who or which drafted this Agreement.

Authorized Dealer Name: ALL BRANDS LLC

RNK, LLC

Signature: John M. Docthad
Title: PRESIDENT

By: _____
Title: _____

Authorized Dealer Address:
Drive,
37909-2040

RNK Address: 3939-B Papermill
Knoxville, Tennessee

Authorized Dealer EIN: